

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

GEORGE CAMERON AND JANIN CAMERON,
Country Mutual Insurance Company claimants,
and all others similarly situated throughout
Washington State and the United States of
America,

Plaintiffs,

V.

COUNTRY MUTUAL INSURANCE COMPANY, an insurance company, COUNTRY FINANCIAL, an insurance conglomerate, COUNTRY CASUALTY INSURANCE COMPANY, an insurance company, COUNTRY PREFERRED INSURANCE COMPANY, an insurance company, COUNTRY INVESTOR LIFE ASSURANCE COMPANY, an insurance company and COUNTRY LIFE INSURANCE COMPANY, an insurance company.

Defendants.

Case No. 2:24-cv-02147-RSM

**DEFENDANT COUNTRY MUTUAL
INSURANCE COMPANY'S
UNOPPOSED MOTION FOR ENTRY
OF PROTECTIVE ORDER AND
ORDER**

The parties previously filed a stipulated motion for protective order in this case based on this Court’s Model Protective Order. (Dkt. # 39.) This Court denied that motion on the grounds that, under paragraph 2, it allowed the parties to designate “proprietary business information” as confidential, which the Court concluded was impermissibly vague. (Dkt. # 40.) The Court directed

1 the parties to “come up with a specific list of confidential documents and to re-submit this motion.”
2 (Dkt. # 40 at 2.) Accordingly, the following motion for entry of protective order maintains the
3 language from the prior Stipulated Protective Order but narrows and adds specificity to the category
4 of documents that can be designated confidential under paragraph 2 as requested by the Court.

5 Defendant Country Mutual Insurance Company (“CMIC”), through its counsel, Kristin
6 Asai, certifies that it has conferred with plaintiffs, through their counsel, Seth Reynolds, on the
7 subject of this proposed protective order during the Rule 26(f) videoconference on February 6,
8 2025, and through follow-up discussions between counsel by telephone and email. Plaintiffs do not
9 oppose this motion.

10 1. **PURPOSES AND LIMITATIONS**

11 Discovery in this action is likely to involve production of confidential, proprietary, or
12 private information for which special protection may be warranted. Accordingly, CMIC hereby
13 moves and petitions the court to enter the following Unopposed Protective Order. Plaintiffs do not
14 oppose the entry of this Unopposed Protective Order.

15 This agreement is consistent with LCR 26(c). It does not confer blanket protection on all
16 disclosures or responses to discovery, the protection it affords from public disclosure and use
17 extends only to the limited information or items that are entitled to confidential treatment under the
18 applicable legal principles, and it does not presumptively entitle parties to file confidential
19 information under seal.

20 2. **“CONFIDENTIAL” MATERIAL**

21 “Confidential” material shall include the following documents and tangible things produced
22 or otherwise exchanged: CMIC’s internal records that contain personal and financial information
23 pertaining to plaintiffs or other insureds, and CMIC’s internal training manuals relating to the
24 evaluation of claims for AgriPlus policies issued in the state of Washington.

25
26 3. **SCOPE**

1 The protections conferred by this agreement cover not only confidential material (as defined
 2 above), but also (1) any information copied or extracted from confidential material; (2) all copies,
 3 excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations,
 4 or presentations by parties or their counsel that might reveal confidential material. However, the
 5 protections conferred by this agreement do not cover information that is in the public domain or
 6 becomes part of the public domain through trial or otherwise.

7 4. **ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

8 4.1 **Basic Principles.** A receiving party may use confidential material that is disclosed or
 9 produced by another party or by a non-party in connection with this case only for prosecuting,
 10 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the
 11 categories of persons and under the conditions described in this agreement. Confidential material
 12 must be stored and maintained by a receiving party at a location and in a secure manner that ensures
 13 that access is limited to the persons authorized under this agreement.

14 4.2 **Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise ordered by
 15 the court or permitted in writing by the designating party, a receiving party may disclose confidential
 16 material only to:

17 (a) the receiving party’s counsel of record in this action, as well as employees of
 18 counsel to whom it is reasonably necessary to disclose the information for this litigation;

19 (b) the officers, directors, and employees (including in-house counsel) of the
 20 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties agree
 21 that a particular document or material produced is for Attorney’s Eyes Only and is so designated;

22 (c) experts and consultants to whom disclosure is reasonably necessary for this
 23 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court, court personnel, and court reporters and their staff;

25 (e) copy or imaging services retained by counsel to assist in the duplication of
 26 confidential material, provided that counsel for the party retaining the copy or imaging service

1 instructs the service not to disclose any confidential material to third parties and to immediately return
 2 all originals and copies of any confidential material;

3 (f) during their depositions, witnesses in the action to whom disclosure is
 4 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
 5 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of
 6 transcribed deposition testimony or exhibits to depositions that reveal confidential material must be
 7 separately bound by the court reporter and may not be disclosed to anyone except as permitted under
 8 this agreement;

9 (g) the author or recipient of a document containing the information or a custodian
 10 or other person who otherwise possessed or knew the information.

11 4.3 Filing Confidential Material. Before filing confidential material or discussing or
 12 referencing such material in court filings, the filing party shall confer with the designating party, in
 13 accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will remove
 14 the confidential designation, whether the document can be redacted, or whether a motion to seal or
 15 stipulation and proposed order is warranted. During the meet and confer process, the designating
 16 party must identify the basis for sealing the specific confidential information at issue, and the filing
 17 party shall include this basis in its motion to seal, along with any objection to sealing the information
 18 at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that
 19 will be applied when a party seeks permission from the court to file material under seal. A party who
 20 seeks to maintain the confidentiality of its information must satisfy the requirements of Local Civil
 21 Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this requirement
 22 will result in the motion to seal being denied, in accordance with the strong presumption of public
 23 access to the Court’s files.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or
 26 non-party that designates information or items for protection under this agreement must take care to

1 limit any such designation to specific material that qualifies under the appropriate standards. The
2 designating party must designate for protection only those parts of material, documents, items, or oral
3 or written communications that qualify, so that other portions of the material, documents, items, or
4 communications for which protection is not warranted are not swept unjustifiably within the ambit of
5 this agreement.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
7 to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily
8 encumber or delay the case development process or to impose unnecessary expenses and burdens
9 on other parties) expose the designating party to sanctions.

10 If it comes to a designating party's attention that information or items that it designated for
11 protection do not qualify for protection, the designating party must promptly notify all other parties
12 that it is withdrawing the mistaken designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in this agreement
14 (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or ordered, disclosure
15 or discovery material that qualifies for protection under this agreement must be clearly so designated
16 before or when the material is disclosed or produced.

17 (a) Information in documentary form: (*e.g.*, paper or electronic documents and
18 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the
19 designating party must affix the word "CONFIDENTIAL" to each page that contains confidential
20 material. If only a portion or portions of the material on a page qualifies for protection, the producing
21 party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the
22 margins).

23 (b) Testimony given in deposition or in other pretrial proceedings: the parties and
24 any participating non-parties must identify on the record, during the deposition or other pretrial
25 proceeding, all protected testimony, without prejudice to their right to so designate other testimony
26 after reviewing the transcript. Any party or non-party may, within twenty days after receiving the

transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect confidential information at trial, the issue should be addressed during the pre-trial conference.

(c) Other tangible items: the producing party must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the word "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the producing party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the designating party's right to secure protection under this agreement for such material. Upon timely correction of a designation, the receiving party must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this agreement.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any party or non-party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The parties must make every attempt to resolve any dispute regarding confidential designations without court involvement. Any motion regarding confidential designations or for a protective order must include a certification, in the motion or in a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference with other affected parties in an effort to resolve the dispute without court action. The certification must list the date, manner, and participants to the conference. A good faith effort to confer requires a face-to-face meeting or a telephone conference.

1 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
2 intervention, the designating party may file and serve a motion to retain confidentiality under Local
3 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion
4 in any such motion shall be on the designating party. Frivolous challenges, and those made for an
5 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
6 expose the challenging party to sanctions. All parties shall continue to maintain the material in
7 question as confidential until the court rules on the challenge.

8 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
9 LITIGATION

10 If a party is served with a subpoena or a court order issued in other litigation that compels
11 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party
12 must:

13 (a) promptly notify the designating party in writing and include a copy of the
14 subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order to issue
16 in the other litigation that some or all of the material covered by the subpoena or order is subject to
17 this agreement. Such notification shall include a copy of this agreement; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued by
19 the designating party whose confidential material may be affected.

20 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
22 material to any person or in any circumstance not authorized under this agreement, the receiving
23 party must immediately (a) notify in writing the designating party of the unauthorized disclosures,
24 (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the
25 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,

1 and (d) request that such person or persons execute the "Acknowledgment and Agreement to Be
 2 Bound" that is attached hereto as Exhibit A.

3 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
 4 **MATERIAL**

5 When a producing party gives notice to receiving parties that certain inadvertently produced
 6 material is subject to a claim of privilege or other protection, the obligations of the receiving parties
 7 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
 8 modify whatever procedure may be established in an e-discovery order or agreement that provides
 9 for production without prior privilege review. The parties agree to the entry of a non-waiver order
 10 under Fed. R. Evid. 502(d) as set forth herein.

11 **10. NON TERMINATION AND RETURN OF DOCUMENTS**

12 Within 60 days after the termination of this action, including all appeals, each receiving
 13 party must return all confidential material to the producing party, including all copies, extracts and
 14 summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

15 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
 16 documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition
 17 and trial exhibits, expert reports, attorney work product, and consultant and expert work product,
 18 even if such materials contain confidential material.

19 The confidentiality obligations imposed by this agreement shall remain in effect until a
 20 designating party agrees otherwise in writing or a court orders otherwise.

21 Because good cause exists for the entry of this protective order, CMIC respectfully asks that
 22 the Court approve and enter this Protective Order.

23 DATED: June 17, 2025

24 Respectfully submitted,

25 s/ Kristin M. Asai
 26 Kristin M. Asai, WSB No. 49511
 kristin.asai@hklaw.com
 HOLLAND & KNIGHT
 701 Fifth Avenue, Suite 4700

1 Seattle, WA 98104
2 Telephone: 206.505.4000
3 Attorneys for Defendant Country
4 Mutual Insurance Company

5 **ORDER**

6 PURSUANT TO THE UNOPPOSED MOTION, AND UPON A FINDING OF GOOD
7 CAUSE, IT IS SO ORDERED THAT THE PROTECTIVE ORDER IS GRANTED.

8 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any
9 documents, electronically stored information (ESI) or information, whether inadvertent or otherwise,
10 in this proceeding shall not, for the purposes of this proceeding or any other federal or state
11 proceeding, constitute a waiver by the producing party of any privilege applicable to those documents,
12 including the attorney-client privilege, attorney work-product protection, or any other privilege or
13 protection recognized by law. This Order shall be interpreted to provide the maximum protection
14 allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing
15 contained herein is intended to or shall serve to limit a party's right to conduct a review of documents,
16 ESI or information (including metadata) for relevance, responsiveness and/or segregation of
17 privileged and/or protected information before production. Information produced in discovery that
18 is protected as privileged or work product shall be immediately returned to the producing party.

19 DATED: June 18, 2025

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22 
23 RICARDO S. MARTINEZ
24 UNITED STATES DISTRICT JUDGE
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26

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Protective Order that was issued by the United States District Court for the Western District of Washington on [date] in the case of *Cameron et al. v. Country Mutual Insurance Company et al.*, Case No. 2:24-cv-02147-RSM. I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed:

Printed name:

Signature: